

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
AT CHARLESTON

	x	
	:	
BLUESTONE COAL CORPORATION, a	:	
West Virginia Corporation, and:	:	
DOUBLE-BONUS MINING COMPANY, a:	:	Civil Action
West Virginia Corporation,	:	
	:	
Plaintiffs,	:	No. 2:16-cv-06098
	:	
v.	:	
	:	Date: May 2, 2018
PINNACLE MINING COMPANY, LLC,	:	
A Delaware corporation, and	:	
TARGET DRILLING, INC., a	:	
Pennsylvania corporation,	:	
	:	
Defendants.	:	
	x	

TRANSCRIPT OF TELEPHONIC CONFERENCE HELD
BEFORE THE HONORABLE THOMAS E. JOHNSTON, CHIEF JUDGE
UNITED STATES DISTRICT COURT
IN CHARLESTON, WEST VIRGINIA

APPEARANCES:

For the Plaintiffs:	DAVID F. NELSON, ESQ. R. SCOTT LONG, ESQ. Hendrickson & Long P. O. Box 11070 Charleston, WV 25339
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Court Reporter: Ayme Cochran, RMR, CRR

Proceedings recorded by mechanical stenography;
transcript produced by computer.

1 PROCEEDINGS had before The Honorable Thomas E.
2 Johnston, Chief Judge, United States District Court,
3 Southern District of West Virginia, in Charleston, West
4 Virginia, on May 2, 2018, at 2:15 p.m., as follows:

5 COURTROOM DEPUTY CLERK: Hi. It's Staci in Judge
6 Johnston's chambers. Who do I have on the line for the
7 plaintiffs?

8 MR. LONG: Scott Long and Dave Nelson.

9 COURTROOM DEPUTY CLERK: And how about for the
10 defendants?

11 MR. POE: For Target, this is Ed Poe, P-o-e.

12 MR. MACCORKLE: This is John MacCorkle for the
13 third-party defendant.

14 MS. JOHNSON: Diana Johnson for TAM. We're hoping
15 that John Meadows or Peter Raupp for Steptoe & Johnson is
16 on.

17 MR. RAUPP: This is Peter Raupp. My understanding
18 is that John Meadows is supposed to be on the phone, as
19 well.

20 MR. MEADOWS: I'm on the phone, guys. I'm out of
21 town. I apologize. I tried to talk earlier, but I didn't
22 want to talk over somebody else.

23 MR. ROSE: And this is Dennis Rose for Cliffs
24 Natural Resources.

25 This is Brent Mickum, in-house counsel for Mission

1 Coal, Pinnacle.

2 UNIDENTIFIED SPEAKER: I know we received an
3 e-mail message from Marc Williams that he was trying to get
4 connected, but had been disconnected when trying to dial in.
5 So, I don't know whether he's here or not.

6 MR. MEADOWS: He would be the last missing
7 counsel.

8 UNIDENTIFIED SPEAKER: I got kicked out once
9 before I got in.

10 MR. MEADOWS: Okay.

11 MR. ZERVOS: Yes, Mike Zervos, President of
12 Mission Coal.

13 COURTROOM DEPUTY CLERK: I hear people still
14 dinging, so I'll give just a minute to see if there's
15 anybody else that hasn't made an appearance.

16 (Pause)

17 COURTROOM DEPUTY CLERK: Okay, I'm going to go
18 back through the people that I got an appearance for and see
19 if I've missed anybody. Dave Nelson, Scott Long, Ed Poe,
20 Diana Johnson, John MacCorkle, Dennis Rose, Brent Mickum,
21 Mike Zervos, Peter Raupp, John Meadows.

22 Okay. I'm going to put you guys on mute and I'll get
23 the judge. Thank you.

24 MR. MEADOWS: Thank you.

25 (Pause)

1 THE COURT: Good afternoon. This is Judge
2 Johnston. This is a telephonic status conference in
3 Bluestone v. Pinnacle, civil action number 2:15-cv-06098. I
4 have here in my chambers my law clerk, Hunter Yoches; my
5 courtroom deputy, Staci Wilson; and my court reporter, Ayme
6 Cochran.

7 We are on the record. I'll ask that you note your
8 appearances and I also -- I'm going to ask you, if you're
9 not speaking, to mute your phones because I don't want to
10 hear you tapping on your keyboards or walking around or
11 whatever. So, please note your appearances.

12 MR. LONG: Scott Long and Dave Nelson for the
13 plaintiffs, Your Honor.

14 MR. POE: Ed Poe for Target.

15 MR. WILLIAMS: Marc Williams for Cliffs Natural
16 Resources.

17 MR. ROSE: Dennis Rose for Cliffs Natural
18 Resources.

19 MS. JOHNSON: Diana Johnson for TAM International.

20 MR. MEADOWS: John Meadows and Peter Raupp on
21 behalf of Pinnacle and Seneca.

22 MR. MACCORKLE: John MacCorkle on behalf of Ken &
23 Coy Rock.

24 MR. MICKUM: Brent Mickum, General Counsel for
25 Pinnacle.

1 THE COURT: All right. I think that's everybody.
2 I set this because apparently settlement was reached with
3 Target and everybody's signed onto the order except for
4 Pinnacle. I've never had to have a status conference over
5 something like this before. So, what's the problem?

6 MR. MEADOWS: Well, Your Honor, if I may, this is
7 John Meadows on behalf Pinnacle and Seneca. I guess, since
8 I'm the lone man standing at this point, I'll take up the
9 mantle of explaining to the Court where we are.

10 To begin with, Your Honor, first, we are still
11 attempting to determine how -- our contentions about this
12 proposed settlement. We are still attempting to determine
13 what our objections are. I am happy to give the Court a bit
14 of a preview of what we would put in a response brief, which
15 we believe is due on Friday, under the regular Federal Rules
16 of Civil Procedure with respect to ruling -- or to filing a
17 response to the motion that was filed but, of course, we may
18 have other things that we wish to talk about by Friday.

19 I'm also happy, if the Court is so inclined, just to
20 give some explanation for why we've reached some of these
21 conclusions, but I just wanted to put that information out
22 there first to begin with, Your Honor.

23 But, to be specific, again, I represent Pinnacle Mining
24 Company LLC and I represent Seneca. And these entities,
25 Your Honor, you're well aware of them. We own and operate a

1 coal mine in Wyoming County and this is a drilling case. My
2 client is a coal mine. They hired an independent contractor
3 driller to do this drilling. So, one of our -- one of the
4 tenets that we have to examine is whether we're going to
5 consent to a good faith settlement and whether this is arm's
6 length and all of the other requirements, one of the things
7 that we have to examine is the value of the settlement
8 versus the total amount of allegations in the case.

9 And, in this case, Your Honor, we are very concerned
10 that the settlement is for \$5 million in a case where
11 plaintiffs have attempted to tell us under Rule 26 that they
12 have \$650 million in damages. So, this settlement settles
13 out one of the principal actors in the case, the driller in
14 a drilling case, for about seven-tenths of one percent of
15 the total amount of alleged damages.

16 Further, as best we can determine, at this point, Your
17 Honor, this doesn't even occupy all the policy limits that
18 were available to Target, nor does the settlement involve
19 any of Target's own money. All of this seems to be coming
20 just from insurance settlement and, for that reason, that's
21 one of the arguments that we would make, if we choose on
22 Friday to file an objection to the settlement and, as I
23 mentioned, we're still considering it.

24 The second issue that we have wrangled with here, Your
25 Honor, is specifically the interplay between the liabilities

1 of Target and the other defendants have not been
2 particularly well-examined at this point. Discovery is
3 ongoing at this stage. And, specifically, many of us sent
4 out discovery to the plaintiffs to ask about what
5 allegations Target was dispersing.

6 And although discovery, for instance, was due to be
7 returned to my client by April 20th, several weeks ago, we
8 didn't receive written responses to discovery until last
9 night. So, this gives us pause to understand exactly what
10 it is we're supposed to just believe and take their word for
11 it that this will cover expenses where Target may have
12 alleged to have done things. We don't really know what
13 those are vis-a-vis our clients and that's something that we
14 believe we should be able to explore as the settlement is
15 being finalized in addition. So, we're concerned about
16 that.

17 We are also -- in a particular way, Your Honor, we are
18 concerned that the settlement at stake could actually be
19 dispositive, although they've alleged \$600-plus million in
20 damages, and tell us that this is what the condition of the
21 mine is and that we have to accept it. We've asked to go in
22 the mine and have a look to determine, is this something
23 that Target did, or is this something that someone else has
24 done. We filed a Rule 34 request sometime ago and the
25 plaintiffs have refused to allow us to enter the mine and

1 we're going to be preparing a Motion to Compel or some other
2 effort in advance to get some resolution on this but, at
3 this point, we just simply haven't done enough discovery to
4 understand where the various parties stand in relation to
5 each other. We think that once we've filed the Motion to
6 Compel and we have the opportunity to go into the mine, that
7 we're going to be able to understand that.

8 But we're telling Your Honor the reason why I
9 determined that maybe this isn't a \$650 million case as
10 alleged is that many of the allegations are the comments
11 back so far from the plaintiffs have been, "You can't get
12 into our mine. Our mine is closed. It's been fully
13 flooded."

14 Every expert that we've talked to, Your Honor, says
15 that they think that for an amount, in fact, less than this
16 settlement proposal, plaintiffs could de-water this mine,
17 de-gas it and, in fact, rehabilitate it. And not only could
18 we go in to see what's going on, but they could mine this
19 coal that they claim is forever lost.

20 And so, we think that those issues are going to
21 interplay if Target has, in fact, settled this case or is
22 attempting to settle this case for \$5 million. Not only may
23 that be the total amount of money that this mine has
24 suffered in damages such to get it operational again, but we
25 expect and fully believe that we're going to hear from

1 plaintiffs, "It's too expensive for us to go in and de-water
2 and de-gas this mine for you to go in and inspect it." And,
3 obviously, if they're going to make that argument having
4 just received \$5 million in proceeds, we're very concerned
5 that they'll make that argument notwithstanding the money,
6 and we would like to consider whether they ought to pay that
7 money in to court, whether the money ought to be withheld
8 until we can get together and have all the insurers get
9 involved.

10 And that, Your Honor, frees up one additional talking
11 point that I wanted to present to the Court this afternoon.
12 My client had put both Target's carriers on notice because
13 we're the additional insured under these policies for which
14 they're paying out. There are other parties here that are
15 additional insureds under those policies.

16 We've also put the carriers who represent or who have
17 provided insurance for Cliff and Pinnacle on notice as well
18 and, at this stage, Your Honor, these carriers have not
19 responded to us and we believe that they have either
20 violated UTPA or created a situation that is now ripe for a
21 declaratory judgment matter. It is my client's intention to
22 file a dec action, or file several dec actions in this case
23 within the next 30-45 days just to pursue those claims, and
24 to bring all of the insurers to the table, as opposed to try
25 and settle this out piecemeal with one of the insurers who

1 has some complicated issues.

2 So, I want to represent to the Court that not only are
3 we intending to do that but, in addition, other counsel, in
4 this case will be entering this matter, I would say, within
5 48-72 hours to make an appearance. And one case is
6 interested in continuing this -- both discovery on these
7 insurance issues and for these specific dec actions in order
8 to bring the insurers to bear.

9 And, Your Honor, the amount of insurance available --

10 THE COURT: John -- John --

11 MR. MEADOWS: (Unintelligible)

12 THE COURT: John --

13 MR. MEADOWS: that have -- yes, sir?

14 THE COURT: I need you to slow down a little bit.

15 MR. MEADOWS: I apologize, Your Honor. I'm trying
16 to get through a lot of this information for you.

17 THE COURT: Well, that won't be in the record if
18 you don't slow down.

19 MR. MEADOWS: I apologize to you and Ayme, Judge.

20 But the amount of money that will available from those
21 policies is significant. It's \$125 million. So -- or more.
22 So, even if I'm wrong with my belief -- and good faith
23 belief -- that this case really isn't a \$600 million case,
24 there appears to be ample coverage that might be available,
25 but we don't see the utility in kicking out a principal

1 party against whom very little discovery has been conducted.

2 We'd note that in the motion that was filed and in some
3 of the arguments that have been made, they -- the plaintiffs
4 tend to reflect on the fact that Target will now be able to
5 somehow have less participation in the case now that they're
6 out. Your Honor, I will represent to the Court we're going
7 to still need to take every deposition of every Target
8 person to determine, again, the responsibilities and
9 liabilities.

10 So, I just want to point out that, in that respect, it,
11 again, doesn't seem to make sense to go ahead and settle one
12 person, one policy, only covering one of the federal
13 insureds that they have to -- that they are required
14 specifically to indemnify or provide coverage for.

15 And, Your Honor, it's more complicated. We are on the
16 record. So, there are -- there are other issues that have
17 arisen that I'm going to -- I'm going to attempt to dance
18 around a little bit now, Your Honor, unless we can go off
19 the record. I don't know what the Court's inclination would
20 be for that.

21 THE COURT: I -- I think I'd rather stay on the
22 record, John.

23 MR. MEADOWS: Yes, Your Honor. I'm glad to. I
24 will do my dance.

25 So, Your Honor, one other issue arose during the

1 pendency of these settlement negotiations. Specifically,
2 about the same time that we received communications from
3 plaintiffs telling us that we either needed to agree to this
4 within 48 hours or forever waive our rights to disagree, or
5 an order would have to be granted before you to explain our
6 position, we received communications from Target directly --
7 not through their counsel who is on this call, Mr. Poe --
8 but, rather, from Target's own in-house folks calling mine
9 in-house engineers and miners and, also, Target's in-house
10 counsel calling our lawyers.

11 And they called us at the same time that this
12 Settlement Agreement was being presented to us to tell us
13 that essentially they have concerns over whether this was
14 good faith or arm's length. They have concerns over whether
15 this settlement was being forced upon them. They referred
16 to it as "an involuntary settlement".

17 And we've been in communication with them. I will
18 represent to the Court that much of the information I have
19 about Target and about these little more sensitive and
20 interesting allegations, even from the sense of the
21 conversation as recently as yesterday when Target, again,
22 reaches to us to have communications.

23 I don't want to get into the substance of what Target's
24 concerns are, but what I definitely do want to notify the
25 Court is that we believe that we need a discovery period,

1 maybe even a short one, to investigate some of these issues
2 that Target has raised, where Target has told us essentially
3 that they're concerned that there may have been pollution
4 among coverage counsel, counsel for their insurer, counsel
5 for the plaintiffs, working with the insurance folks.

6 And honestly, Your Honor, I don't represent Target.
7 Mr. Poe, on this call, does. So, I don't -- I -- I'm in a
8 bit of an adversarial position because they're also a party
9 here, but they're reaching out to me directly and giving me
10 and my client information, which makes us increasingly
11 uncomfortable at this stage to simply accept plaintiffs'
12 representations that this is indeed a good faith and at
13 arm's length and should, therefore, be approved and we ought
14 to withdraw our objections.

15 But this unsolicited communication from Target has
16 greatly confused this matter for us and made us curious
17 about what were those facts that have given them pause and
18 cause to at least communicate with us.

19 And to be honest, Your Honor, we were -- it was
20 interesting because Target would approach us and want to
21 talk to us about working hand-and-glove on this matter and
22 then would inform us that they've been told we were
23 adversaries. And, again, I hate to get into some of these
24 communications because, obviously, they also have counsel
25 present today. So, I'm a little bit reluctant, but I still

1 want the Court to be aware.

2 So, just to conclude, I know I've dropped a lot of
3 information on the Court this afternoon in this status
4 conference. Pinnacle and Seneca don't feel like we have
5 enough information yet to conclude that the settlement is in
6 good faith, so we have to work together to get some limited
7 discovery on these issues. At the same time, just as a
8 matter of course, I want to the Court to know that we are
9 going to be filing these dec actions and a Motion to Compel
10 for the Rule 34 issues.

11 And, quite frankly -- and we've experienced this in
12 other cases -- with the parties at hand, we would like for
13 the Court to have mediation and pull in these insurers and
14 bring everybody to the table and assist us in the process of
15 making sure that everybody is here so that we can move
16 forward and work with that.

17 And finally, Your Honor, just as a matter of procedure,
18 we're going to ask the Court -- I don't know if we'll do it
19 in a response to you Friday or at some other stage -- for a
20 little additional time. We were working, again, with all
21 the defendants to deal with expert issues, to deal with
22 strategy, and we had anticipated robust assistance from
23 Target based on what Target had told us. Now, that isn't
24 what it was borne out to be and, again, whether those wires
25 were crossed or whether -- that some kind of improper

1 communication happened that we don't know about, I don't
2 know, but we would like the opportunity, Your Honor, to look
3 at it. We'd like not to have them finalize the settlement
4 now. If there's someone who can hold and pay the money, we
5 could pay it in to the court and let the court hold that and
6 what other insurance proceeds become available to work out
7 the issues in the case.

8 But, again, I'd reserve the right to add and delete if
9 we file something on Friday, Your Honor, but I wanted you to
10 know at least what those pendent issues were, and why they
11 gave us cause to pause and why we're simply not acquiescing
12 and agreeing to what -- to the \$500 million in cash to
13 resolve the case. Those are our general positions, Your
14 Honor.

15 THE COURT: All right. I want to hear from
16 Bluestone in a moment. But, first, I think, Mr. Poe, do you
17 have anything you want to say at this point?

18 MR. POE: Well, Your Honor, if the Court has any
19 questions, I'd be happy to respond directly, but this is the
20 first time I've heard Pinnacle express those issues to me.
21 So, I don't have any immediate response, but I will -- I
22 will respond to any questions the Court asks.

23 THE COURT: I've got lots of questions, but I
24 wanted to give you an opportunity to say something since
25 your name came up quite a bit in Mr. Meadows' comments.

1 I'll take that as "I want to deal with it later."

2 MR. POE: Well, that's fine, Judge.

3 THE COURT: All right. All right. So, let's hear
4 what Bluestone has to say.

5 MR. LONG: Your Honor, Scott Long here. I've got
6 to say, in 35 years, this is my -- I've been practicing law
7 and I thought -- I thought I'd heard everything, but this
8 really tops the cake. We settled the case for \$5 million.
9 We have the right to choose when we want to settle and for
10 how much. We had grave concerns when we settled the case as
11 to available insurance coverage for Target.

12 And there was a dec action pending in Pennsylvania, I
13 think at one point, and Pinnacle was a defendant and chose
14 to get out of that litigation, but the reality is, we became
15 convinced there are real issues with insurance. Therefore
16 -- and issues of whether -- the liability of Target
17 necessarily going forward.

18 We decided to take the settlement. We think it's a
19 very good settlement. The issue before the Court is not
20 about dec actions down the road, not about what they might
21 find. It's whether the settlement was in good faith. And
22 they essentially have to show fraud or collusion and I
23 didn't hear one -- other than assertions that there may be
24 something, not one fact was stated as to fraud or collusion.

25 The insurance companies for Target decided they wanted

1 to settle the case. They saw that there was a risk and they
2 chose to settle. As part of the settlement, we have to have
3 claims against Target, obviously, dismissed. We tried to do
4 that by stipulation under Rule 41(a). That didn't work. We
5 asked for a status conference under Rule 16(b)(5) to see if
6 the Court would assist us in our settlement. We also filed
7 a motion under Rule 41(a)(2) to have the Target claim
8 dismissed with prejudice.

9 We also, in the settlement, Your Honor, settled any
10 claim we might have against the remaining defendants
11 resulting solely or based solely on Target's acts or
12 omissions, which is frankly one step further than a typical
13 settlement to -- that was at Target's insistence and we were
14 good with that. I see no basis that we can't settle the
15 case with the defendant when we want to, when we analyzed
16 the risks of not settling, and the client opts to settle.
17 This is just a stalling tactic. There's been ample
18 opportunity for the defendants to do discovery had they so
19 chosen.

20 THE COURT: Other than who I've heard from
21 already, does anybody else have anything to say?

22 MR. NELSON: Your Honor, Dave Nelson on behalf of
23 Bluestone. And I would add, Mr. Meadows threw the whole
24 kitchen sink at you in his explanation. Mr. Long covered
25 all the issues relevant to our motion. But with respect to

1 some of the issues raised by Mr. Meadows, they have zero to
2 do with the issues before the Court.

3 If the parties want to mediate, we can mediate. That's
4 not going to change the amount of insurance coverage
5 available to Target. There's not been a suggestion that
6 Target has got assets. The issues about trying to find
7 alternative ways in this case, we're wide open and willing
8 to proceed with. This is not an opportunity to the
9 exclusion of the other defendants in the case. But we have
10 reached an agreement with Target and the agreement is
11 clearly facially adequate.

12 Mr. Meadows brought up an issue regarding this Rule 34
13 exam issue. Your Honor, the mine is flooded. It's under
14 water. You cannot enter it. We provided notice to them.
15 Just so the Court knows, we provided written notice to them
16 in response to their request that the mine is closed by an
17 MSHA order and is physically under water. And we don't have
18 an obligation to pump out a mine and provide scuba
19 equipment, but if this issue is of concern to the Court, I
20 wanted to make sure you were aware of the fact that this is
21 not some sort of issue with respect to our client wanting to
22 obstruct some aspect of discovery in this case.

23 And with respect to the discovery that we responded
24 with that were suggested in Mr. Meadows' discussion, so that
25 the Court is aware, we provided ample extensions upon

1 request to all the other parties in this case. We've worked
2 cooperatively to defend their Motions to Compel. The
3 discovery interchange has been free-flowing. And today is
4 the first time I have heard a concern of anyone over a
5 discovery issue.

6 So, this has not been a contention case in terms of
7 what has been getting accomplished. We are hearing all of
8 these concerns for the first time in this status conference
9 despite the fact that we have made calls and we have written
10 e-mails and written letters asking for someone to advise us
11 of any issue and we hear about it now for the first time.

12 THE COURT: All right.

13 MR. MEADOWS: Your Honor --

14 THE COURT: Mr. Meadows, I mean, I'm having
15 trouble understanding here what -- you did throw a lot of
16 stuff at me and I'm inclined to think that a lot of that
17 stuff is -- are issues that will -- or can be continued --
18 I'm not saying this right -- can continue to be live even
19 after Target settles. So, if you want to file something on
20 Friday, that's fine, and I'll take a look at it, but I think
21 you're going to have a high bar to convince me that these
22 two parties can't settle a claim that -- when you're not one
23 of the parties. So --

24 MR. MEADOWS: Your Honor, I appreciate that, and
25 we are cognizant of what we have, the high burden we have to

1 prove in order to tell these parties that they can't settle.
2 And, Your Honor, I am just as perplexed, having heard from
3 Target's in-house counsel calling and giving me some of
4 these details. These details are new to me, many of them.
5 So, I wanted to be clear with the Court on all of the issues
6 that were outstanding so that it understood why we have been
7 reluctant or hesitant to acquiesce to something that, I
8 agree with the Court and everyone, has a very high burden.

9 MR. POE: Your Honor?

10 THE COURT: Yes? Who is that?

11 MR. POE: Your Honor, this is Ed Poe.

12 THE COURT: Yes.

13 MR. POE: There's been some conjecture, I guess,
14 by Pinnacle's counsel in regard to Target's communications
15 with individuals at Pinnacle and that's -- let me assure the
16 Court that that is not at my request or even done with my
17 knowledge.

18 Secondly, I can represent to the Court that Target has
19 consented with the insurance carriers to this settlement.
20 So, to the extent that this is a close-knit group of
21 drillers and miners in Southern West Virginia and they have
22 ongoing relationships, I suppose I could speculate that
23 maybe they would talk among themselves.

24 But let me be clear. It is my -- I've been directly
25 informed by Target, by their personal counsel, that they

1 have consented to this settlement. So, there is no issue
2 with Target not consenting or no issue with the insurance
3 carriers and Target in not consenting. It has all been
4 agreed upon. And that's the information that I have. So,
5 whatever conjecture counsel for Pinnacle has, you know, is
6 just utter speculation and not what Target has represented
7 otherwise.

8 THE COURT: All right. Well, Mr. Meadows, I
9 assume, if we're going to hear from you, it's going to be in
10 writing on Friday. It's going to have to be pretty good to
11 convince me, but I guess we'll just wait and see what you
12 file.

13 MR. MEADOWS: We appreciate it, Your Honor.

14 THE COURT: All right.

15 MR. NELSON: Your Honor, this is Bluestone. Dave
16 Nelson on behalf of Bluestone. Our client is under
17 considerable strain at this time. Much of it is set upon
18 the expectation that this matter would have been resolved,
19 and that's not anybody's problem but ours, but what I want
20 to ask the Court is with respect to -- to the extent it's
21 not already been conveyed to the Court and the parties, if
22 and when Pinnacle files something on Friday, if the Court is
23 going to be inclined for this matter to proceed to a hearing
24 before adjudication, we would like to have that as soon as
25 possible. We have already asked for an expedited relief in

1 this matter and we will do anything we can to shorten the
2 time frame on formulating a response, if one is going to be
3 necessary, or participating in a hearing, if the Court
4 believes it's necessary. We want to make sure the Court is
5 aware of that, but this matter is of an utmost priority to
6 our client, and we want to make sure the Court is aware of
7 that.

8 THE COURT: All right. Fair enough. Well, let's
9 see what -- see what, if anything, gets filed on Friday and
10 we'll go from there.

11 MR. NELSON: Thank you, Judge.

12 MR. MEADOWS: Thank you, Your Honor.

13 THE COURT: Anybody got anything else we can take
14 up today?

15 MR. NELSON: No, sir.

16 MR. MEADOWS: You don't want me talking anymore
17 today, do you, Judge?

18 THE COURT: Ayme's shaking her head no.

19 All right. Hearing none then, we'll see what comes on
20 Friday. Thank you all very much.

21 MR. MEADOWS: Thank you.

22 MR. POE: Thank you.

23 (Proceedings concluded at 2:40 p.m., May 2, 2018.)
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1 CERTIFICATION:

2 I, Ayme A. Cochran, Official Court Reporter, certify
3 that the foregoing is a correct transcript from the record
4 of proceedings in the matter of Bluestone Coal Corporation,
5 Plaintiffs v. Pinnacle Mining Company, LLC, Defendants,
6 Civil Action No. 2:16-cv-06098, as reported on May 2, 2018.

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8 s/Ayme A. Cochran, RMR, CRR

May 2, 2018

9 Ayme A. Cochran, RMR, CRR

DATE